



4. On June 30, 2003 plaintiff Michael Roberts was employed by defendant Murphy Marine Services, Inc. as a longshoreman to discharge cargo from the M/V SHINANO REEFER at the Port of Wilmington, Delaware.

5. The plaintiff alleged in his Complaint, *inter alia*, that the operator of the crane that was being used at the time of the alleged accident “negligently caused a pallet of frozen meat to swing while being lifted from the cargo hold. The pallet struck Roberts . . .”, said allegations of plaintiff being denied by defendant Altair. (See Complaint ¶6, Exhibit “A”) (DI#1). Investigation by defendant Altair following the commencement of this action has revealed that plaintiff’s employer, Murphy Marine, engaged Active Crane Rentals, Inc. (“Active”) to provide one or more shore-based portable truck cranes and crane operators to assist Murphy in the discharge of cargo from the M/V SHINANO REEFER during the ship’s call at the port of Wilmington from June 29 through July 1, 2003.

6. Defendant Altair’s investigation has revealed that during the cargo operation in question the crane in use was owned by Active and operated by Active and/or stevedore Murphy Marine Services, Inc.. In these circumstances it was Active who was responsible for the safe operation, maintenance and control of the crane that plaintiff alleges was involved in his alleged accident of June 30, 2003.

7. In the event that plaintiff’s allegations concerning how the accident occurred are proven at trial, said allegations being specifically denied by defendant Altair, then defendant Altair is entitled to full indemnity and/or contribution from proposed third-party defendant Active Crane Rentals, Inc.

8. In these circumstances, defendant Altair is entitled to file a Third-Party Complaint against proposed Third-Party Defendant Active Crane Rentals, Inc. in accordance with Federal Rules of Civil Procedure 14(a) and (c).

9. Altair’s proposed Third-Party Complaint against Active Crane Rentals, Inc. is attached to this Motion as Exhibit “C”.

10. This motion is uncontested inasmuch as undersigned counsel for Altair Lines S.A. contacted counsel for plaintiff and was advised that plaintiff would not object to or oppose the joinder of Third-Party Defendant Active Crane Rentals, Inc.

WHEREFORE, defendant Altair Lines S.A. respectfully requests this Honorable Court to enter an Order in substantially the form attached hereto granting Altair Lines S.A. leave to file and serve a Third-Party Complaint against Active Crane Rentals, Inc.

**PALMER BIEZUP & HENDERSON LLP**

**By: /s/ Michael B. McCauley**  
**Michael B. McCauley, Esq. (ID # 2416)**  
**Attorneys for Defendant**  
**Altair Lines S.A.**  
**1223 Foulk Road**  
**Wilmington, DE 19803**  
**(302) 594-0895**

**OF COUNSEL:**

**Richard Q. Whelan**  
**PALMER BIEZUP & HENDERSON LLP**  
**620 Chestnut Street**  
**956 Public Ledger Building**  
**Philadelphia, PA 19106**  
**(215) 625-9900**